

## TERMS AND CONDITIONS OF ONLINE BIDDING

You must meet and agree to all of the following terms and conditions or your online bid will not be accepted. Failure to honor these may subject you to all legally available remedies, including immediate disqualification from future bidding at the Palm Beach County Thrift Store (hereinafter “the Store”) for up to one (1) year for the first offense, and further disqualifications for additional or repeated offenses, in addition to other penalties:

- 1) Bidder must be at least 18 years of age and legally able to enter into a contract with Palm Beach County.
- 2) Bidder must be registered and in good standing with the Store.
- 3) The Store reserves the right to add and remove bid lots from the auction without notice and to reject any or all bids.
- 4) All bid lots are sold “as is-where is” with all faults, whether revealed or not, and with no guarantees, either express or implied, including implied warranties of merchantability and fitness. It is the bidder’s responsibility to inspect bid lots to his/her satisfaction before bidding. No oral statement or representation about any auction lot is authorized, and none shall confer any rights upon the bidder.
- 5) Sale of each bid lot is to the highest bidder. All sales are final—no returns, refunds, or exchanges.
- 6) Errors in bidding cannot be corrected unless extraordinary circumstances can be clearly demonstrated to the satisfaction of the Store management.
- 7) High bidders or their designated proxies must be present at the bid award and respond promptly to the auctioneer’s award announcement by signing an acceptance commitment.
- 8) Once you have entered a bid you may not retract it or withdraw from the auction. If a bidder fails to honor his bid, all bid lots won by the bidder at the same auction are forfeited, in addition to any other penalties. If you default on any purchase in any manner for any reason, you agree to pay the Store the full sum of its sales commission fee (4% of your bid amount, but not less than \$250 per defaulted item), and you hereby authorize the Store to collect said sum, plus court costs and any other costs of collection, through any lawful means available.
- 9) Under auction law, ownership and risk of loss passes to the buyer immediately upon the auctioneer’s award announcement.
- 10) Payment in full by the winning bidder of record, using one or a combination of the acceptable forms of payment, is to be rendered not later than 2:00 p.m. on auction day. The Store accepts cash, cashier’s check, certified check, traveler’s check, money order, Visa Card, Master Card, and Discover Card. Acceptance of cashier, certified and/or traveler’s checks in amounts greater than the required payment is subject to the Store’s availability of change
- 11) State and local sales tax will be charged and collected on all purchases, unless proof of a valid Florida “Consumer’s Certificate of Exemption” or “Annual Resale Certificate for Sales Tax” is furnished.
- 12) Buyer is responsible for providing proper safety devices and equipment, licenses and permits to meet all government safety standards and legal operating requirements, and for insuring awarded items against risk of loss while they remain on county premises.
- 13) Motor vehicle ownership documents will be issued immediately at the conclusion of the auction. To take possession of a vehicle, buyer must present proof of title transfer and vehicle registration not later than two (2) government business days following the date of bid award. No open titles will be conveyed under any circumstance. Motor vehicles being moved out of state must have a title transfer in Florida. Vehicle dealers and resellers licensed in Florida are eligible for certain statutory considerations which will be extended to the buyer only upon presentation of a valid Florida dealer’s license.
- 14) At his/her expense, buyer is responsible for removal of awarded items from the sites where they are located, not later than three (3) government business days following date of bid award. Buyer will be charged \$25 per day storage fee for any item not removed, and the Store reserves the right to reclaim ownership at any time following the removal deadline.